due her from C, as should be sufficient to satisfy B's bill of costs against A. B brought an action at law against C for the amount of such costs. *Held*, that he can recover. *Skipper* v. *Holloway*, 26 T. L. R. 82 (Eng., K. B. D., Nov. 13, 1909).

Although choses in action were theoretically not assignable at common law, they could in practice be transferred, since a complete assignment for value carried with it an irrevocable power of attorney by which the assignee might sue at law in the name of the assignor. *Welch* v. *Mandeville*, 1 Wheat. (U. S.) 233. See *James* v. *Newton*, 142 Mass. 366, 371. But an assignment of only a portion of a chose in action created simply an equitable right against the proceeds, and did not include the right to sue in the name of the assignor. It was considered both inequitable and illogical to impose several obligations on the debtor in place of the one which he had originally assumed. *Farlie* v. *Denton*, 8 B. & C. 395; *Mandeville* v. *Welch*, 5 Wheat. (U. S.) 277. The English Judicature Act of 1873 makes "any absolute assignment, not purporting to be by way of charge only," effectual at law. The act was a radical change of procedure, but whether it was intended to alter the substantive rule respecting partial assignments is at least questionable. See *Durham Bros.* v. *Robertson*, [1898] 1 Q. B. 765. The assignment in the present instance was not only partial but indefinite, to cover all sums which the plaintiff should be called on to advance. On this ground at least, the case seems clearly opposed to authority. *Jones* v. *Humphreys*, [1902] 1 K. B. 10; *Mercantile Bank* v. *Evans*, [1899] 2 Q. B. 613.

CONTRIBUTORY NEGLIGENCE — IMPUTED NEGLIGENCE — BENEFICIARY BARRED FROM RECOVERY FOR DEATH BY WRONGFUL ACT. — The plaintiff, father of the deceased, sued under a statute permitting the administrator to recover for death caused by wrongful act. As next of kin he would have been sole distributee. His negligence directly contributed to the death. *Held*, that the plaintiff cannot recover. *Scherer* v. *Schlaberg*, 122 N. W. 1000 (N. Dak.). See NOTES, p. 299.

CORPORATIONS — CORPORATIONS DE FACTO — AS CONDUIT OF TITLE. — Shares of the defendant were assigned to a certain bank. Thereafter, the bank's charter expired by limitation and proceedings were taken to extend it. Later, the bank assigned the shares to the plaintiff. It was objected that, as the law under which the bank attempted to extend its charter had no application to banks, it was not a corporation and the assignment to the plaintiff was of no effect. *Held*, that the court will not inquire into the validity of the bank's incorporation. *Campbell* v. *Mutual Loan, Homestead & Building Association*, 74 Atl. 144 (N. J. Ct. Ch.).

It is very generally laid down that the existence of a valid law under which there might have been incorporation is essential for the application of the doctrine of *de facto* corporations. *Gillette* v. *Aurora Rys. Co.*, 228 Ill. 261. See 1 THOMPSON, CORPORATIONS, 2 ed., § 230. Nevertheless, collateral attack is sometimes denied, even in the absence of such a law, when the elements of estoppel are present. *West Missouri Co.* v. *Kansas City Co.*, 161 Mo. 595. Conversely, although there may be no basis whatever for estoppel, collateral attack is sometimes denied, if such a law is present. *Haas* v. *Bank of Commerce*, 41 Neb. 754. Under such circumstances, where the question is one of title gained from an alleged corporation, the court will not inquire into the validity of incorporation. *Society Perun* v. *Cleveland*, 43 Oh. St. 481. But where there is neither a valid law nor basis for estoppel, the doctrine forbidding collateral attack upon *de facto* corporations has been refused, even though the only question is of chain of title. *Bradley* v. *Reppell*, 133 Mo. 545. Yet the desirability of free circulation of title to land, choses in action, and title generally is a strong argument in favor of denying collateral attack under the circumstances last stated, and the principal case therefore seems sound. See 21 HARV. L. REV. 305, 319.